South Boston R. Co., 150 Mass. 200, 22 N. E. 917. See *Ryan* v. *World Mutual Life Ins. Co.*, 41 Conn. 168, 171. But *cf. Blair* v. *Baird*, 43 Tex. Civ. App. 134, 94 S. W. 116. On this ground the courts refuse to attribute the knowledge of the agent to his principal, when its concealment is to the personal interest of the agent. *American Surety Co.* v. *Pauly*, 170 U. S. 133, 18 Sup. Ct. 552. See *Kettlewell* v. *Watson*, 21 Ch. D. 685, 707. But the defendant may be liable for his agent's acts, because the misrepresentations are made to a third party. *Barwick* v. *English Joint Stock Bank*, L. R. 2 Exch. 259.

ASSIGNMENTS FOR CREDITORS — RIGHTS OF CREDITORS — PROOF OF COSTS IN JUDGMENT OBTAINED AFTER ASSIGNMENT. — After an assignment for the benefit of creditors, directing the assignee to pay "all the debts and liabilities now due or to grow due," the plaintiff recovered a judgment against the assignor for a conversion which had occurred before the assignment. *Held*, that the entire judgment, including costs and interest, is provable. *Matter of Whitney*, 146 N. Y. App. Div. 45.

The decision as to the costs should not be rested on the words "to grow due" in the assignment, since they require no wider interpretation than will make them apply to claims not yet payable, though already in existence. In the absence of express words in the assignment, only claims incurred before the assignment are provable. *Weinmann and Co.'s Estate*, 164 Pa. St. 405, 30 Atl. 389. *Cf. Dean and Son's Appeal*, 98 Pa. St. 101. The reduction to judgment, however, of a claim incurred before the assignment does not so change it as to deprive the creditor of his right to prove it. *Second National Bank* v. *Townsend*, 114 Ind. 534, 17 N. E. 116. Moreover, a judgment is conclusive on the assignee, as the privy of the debtor, with regard to the amount of the indebtedness established thereby. *Matter of Roberts*, 98 N. Y. App. Div. 155, 90 N. Y. Supp. 731; *Merchants' National Bank* v. *Hagemeyer*, 4 N. Y. App. Div. 52, 38 N. Y. Supp. 626. The only exceptions ordinarily allowed are in cases of judgments obtained by fraud or collusion. See *Ludington's Petition*, 5 Abb. N. C. (N. Y.) 307, 322. But see *Garland* v. *Rives*, 4 Rand. (Va.) 282, 316. These being absent in the present case, the result reached would seem to be correct. A contrary view, however, has been taken in at least one state. *Assigned Estate of Jamison*, 163 Pa. St. 143, 29 Atl. 1001. But *cf. Pittsburgh and Steubenville R. Co.'s Appeal*, 2 Grant (Pa.) 151.

ATTORNEYS — RELATION BETWEEN ATTORNEY AND CLIENT — COLLUSIVE DISCONTINUANCE BY CLIENT. — A., having employed B. for a contingent fee to sue C., made a collusive settlement with C., after a verdict for the plaintiff and motion for a new trial, to defeat B.'s fee. B. brought a bill in equity to restrain C. from using the agreement to procure a dismissal of the action. *Held*, that the bill will not lie, since in the trial at law B. can proceed to final judgment for his own benefit. *Burkhart* v. *Scott*, 72 S. E. 784 (W. Va.).

A valid contract for the payment of a contingent fee does not give the attorney such an interest in the cause of action as to prevent the plaintiff from compromising the suit. *Coughlin* v. *New York, etc. R. Co.*, 71 N. Y. 443; *Wright* v. *Wright*, 70 N. Y. 96. It is also clear that although an attorney has a lien for his costs on a judgment that has been obtained, he has none on the cause of action itself. *Hanna* v. *Island Coal Co.*, 5 Ind. App. 163, 31 N. E. 846. See *Sandberg* v. *Victor Gold and Silver Mining Co.*, 18 Utah 66, 76, 55 Pac. 74, 77. Where by statute a lien is given on the cause of action, it has been held that, upon the settlement of a case, the attorney, by obtaining leave of court, can prosecute the suit to judgment for his own benefit. *Manning* v. *Manning*, 61 Ga. 137; *Coleman* v. *Newsome*, 58 Ga. 132. At common law, however, this right appears to be limited to cases of collusive settlements. See *Randall* v. *Van Wagenen*, 115 N. Y. 527, 531–532. In these cases, the right would seem